

# **Michigan's Freedom to Work Frequently Asked Questions**

## **What does the Freedom to Work law mean to Michigan workers?**

Michigan's Freedom to Work law ("FTW") makes it unlawful to require that an employee pay dues or service fees to a union as a condition of obtaining or continuing employment. Essentially, FTW prohibits union security clauses.

## **What is a union security clause?**

A union security clause is a provision in a collective bargaining agreement requiring that all members of the bargaining unit, as a condition of obtaining or continuing employment, either join or financially support the union.

## **What does exclusive representative mean?**

Once a union is recognized as the exclusive bargaining agent of an employee group, that union has the exclusive right and responsibility to represent all employees in the bargaining unit.

## **What is the difference between a bargaining unit member and a union member?**

A bargaining unit is the grouping or classification of employees that the union represents as the exclusive bargaining representative. The collective bargaining agreement defines which positions or classifications are part of the bargaining unit.

Union members are members of the bargaining unit who choose to join and/or support the union that is the exclusive bargaining representative.

Under FTW, bargaining unit members cannot be required to become union members or financially support the union as a condition of obtaining or continuing employment. FTW does not allow employees to opt out of the bargaining unit.

## **When did FTW take effect?**

March 28, 2013.

## **Does FTW prohibit unions? What about collective bargaining?**

No, FTW does not prohibit unions or collective bargaining.

## **Does FTW affect collective bargaining agreements that were in place on March 28, 2013?**

Contracts in effect on March 28, 2013, are not impacted by FTW. FTW only applies to contracts that take effect or are renewed or extended after March 28, 2013.

## **What if I am hired after March 28, 2013 under a pre-existing collective bargaining agreement?**

New employees are subject to the terms and conditions of the collective bargaining agreement in effect when they are hired. Therefore, it is possible for an employee to be hired after the effective date of FTW, but still be subject to a union security clause because the collective bargaining agreement was in effect on March 28, 2013.

**Can my employer discriminate against me for choosing to be a member of the union?**

No, it is unlawful for an employer to discriminate against an employee with regard to the terms and conditions of employment in order to encourage or discourage membership in a union.

**When may I resign my union membership and/or stop paying dues or service fees?**

That depends on many factors, including but not limited to whether you are subject to a bargaining agreement that was in effect on March 28, 2013, and what the terms and conditions of that agreement are.

Additionally a membership agreement or “dues check-off” authorization could affect when you are able to resign your union membership and/or stop paying dues or service fees. These agreements are entered into between the employee and the union and cover such items as membership status and the payment of dues. Often times these agreements are entered into shortly after an employee is hired and begins working. It is not uncommon for a membership agreement or “dues check-off” authorization to have a different expiration date than the bargaining agreement.

If you are unsure of your status or obligation surrounding membership in a union, you are encouraged to utilize the additional resources listed below or to seek independent legal advice.

**How do I get my employer to stop automatically deducting dues or service fees from my paycheck?**

That depends on many factors, including but not limited to whether you are subject to a bargaining agreement that was in effect on March 28, 2013, and what terms and conditions exist in that agreement.

Additionally a membership agreement or “dues check-off” authorization could affect when you are able to resign your union membership and/or stop paying dues or service fees. These agreements are entered into between the employee and the union and cover such items as membership status and the payment of dues. Often times these agreements are entered into shortly after an employee is hired and begins working. It is not uncommon for a membership agreement or “dues check-off” authorization to have a different expiration date than the bargaining agreement.

If you are unsure of your status or obligation surrounding the automatic payment of membership dues or service fees, you are encouraged to utilize the additional resources listed below or to seek independent legal advice.

**What employees are not covered under FTW?**

FTW does not apply to employees of the United States government, individuals subject to the Railway Labor Act, or to certain public police or fire department employees.

Employees, who are unsure whether FTW applies to them are encouraged to utilize the additional resources listed below or to seek independent legal advice.

**Does FTW allow me to negotiate directly with my employer over terms and conditions of employment even if I am subject to a collective bargaining agreement?**

No, the union or labor organization remains the exclusive bargaining representative for the collective bargaining unit.

**Am I subject to the terms and conditions of a collective bargaining agreement even if I choose not to be a member of the union?**

Yes, as a member of the bargaining unit, you are subject to the terms and conditions of a collective bargaining agreement regardless of whether you join the union.

**Does FTW affect existing health and safety laws or regulations?**

No, FTW does not impact existing workplace health and safety laws or regulations.

**Does FTW affect existing wage and hour laws or regulations?**

No, FTW does not impact existing laws or regulations concerning wages, hours, leave, etc.

**Are there other “Freedom to Work” states?**

Michigan is now the 24th state to enact Freedom to Work laws.

**What resources are available to help with understanding FTW?**

Additional information as well as the full text of the FTW laws is available on the Department of Licensing and Regulatory Affairs, Bureau of Employment Relations website at [www.michigan.gov/merc](http://www.michigan.gov/merc).

Interested parties may also contact:

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